

**EXPORT-IMPORT BANK OF THE UNITED STATES**  
**U.S. SUPPLIER'S LOCAL COST CERTIFICATE**  
**For Use With An EXPORT CREDIT INSURANCE POLICY**  
Policyholders/Assignees must keep this document and submit it with Claims

Name and Address of Policyholder:

Name & Address of US Supplier if different from Policyholder:

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**Policy No.** \_\_\_\_\_  
(to be completed by policyholder)

Dun & Bradstreet No. (required) \_\_\_\_\_  
Indicate (not required) if owned by a ☐ woman, or an ☐ ethnic minority,  
describe \_\_\_\_\_

Taxpayer ID No. \_\_\_\_\_ Congressional District: \_\_\_\_\_

We the undersigned US Supplier (the "Supplier") understand that the sale of the goods and services (such goods and services, the "Local Cost Items") originated or manufactured in \_\_\_\_\_

(insert name of Buyer's country)

(the "Buyer's Country") covered by our invoice(s) (the "Invoices") which are listed below are insured by the Export-Import Bank of the United States ("Ex-Im Bank"), an agency of the United States of America ("United States").

**The (US) Supplier shall complete this form with respect to each Local Cost Item Invoice**

Invoice Number(s)	Invoice Date(s)	Cost* (In US\$)	Number of Item(s)	Name and Brief Description of Item(s)	Items (s) SIC Code(s)	Name(s) and Address(s) of Local Supplier(s)
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(create an attachment if necessary)

\* At the actual exchange rate applicable to the payment by the (US) Supplier to the local supplier on the date of payment.

We, the (US) Supplier, hereby represent and warrant with respect to the Local Cost Items that:

1.Origin. The Local Cost Items were either acquired by us **from sources in the Buyer's Country** which, to the best of our knowledge and belief, originated or manufactured the Local Cost Items in the Buyer's Country, or were originated or manufactured by us in the Buyer's Country.

We understand that Ex-Im Bank reserves the right to determine that certain types of costs with respect to goods and/or services originated or manufactured in the Buyer's Country are not eligible for insurance as Local Cost Items.

2.Licenses and Purchase Contract. **All licenses and permits required** by the government of the United States or the government of the Buyer's Country in connection with the Local Cost Items have been obtained. To the best of our knowledge, as of the date of the work performed, the contract to provide the Local Cost Items, and the performance by the parties of their respective obligations thereunder, did not violate any law then applicable.

3.Evidence of Performance. The Local Cost Items covered by the Invoice(s) consist of services performed for, or goods **accepted by**, the Buyer.

4.Discounts, Allowances and Special Agreements. In connection with the sale of, or obtaining the contract to sell, the Local Cost Items or with the establishment or operation of the Ex-Im Bank insurance, **we have not**:

(i) directly or indirectly granted or paid, agreed or offered to grant or pay, or arranged for, any discount, allowance, rebate, commission, fee or other payment, **except as follows**:

- (a) Any discounts, allowances or rebates to the Buyer or local supplier that are disclosed in the Invoices;
- (b) Amounts payable to our regular full-time employees to the extent of their regular compensation;
- (c) Regular commissions or fees paid or to be paid in the ordinary course of business to our regular sales agents or sales representatives and readily identifiable on our books and records as to amount, purpose and recipient;
- (d) Any letter of credit fees paid to commercial banks in connection with the Ex-Im Bank insurance;
- (e) Any payments made to Ex-Im Bank in connection with the Ex-Im Bank insurance;
- (f) Other payments, as follows:

<u>Payee or Intended Payee</u>	<u>Address</u>	<u>Purpose</u>
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(If none, then the word “**None**” must be inserted in order for this Certificate to be considered complete. If any payee is named, a **statement must be attached** showing for each the nature and extent of the services and the method of computation of the payment.)

(ii) entered into any barter, buyback, countertrade or offset agreement or other similar agreement, except as follows:

<u>Type of Agreement</u>	<u>Other Parties</u>	<u>Goods/Services</u>
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(If none, then the word “**None**” must be inserted in order for this Certificate to be considered complete. If any agreement is disclosed, a **statement must be attached** describing the basic terms of the agreement.)

We understand that all payments disclosed in subparagraphs 4(i)(f) and 4(ii) above must be satisfactory to Ex-Im Bank.

5 .Munitions List. Only the following goods and services covered by our Invoices are articles, services, or related technical data that are listed on the United States **Munitions List** (part 121 of title 22 of the Code of Federal Regulations):

<u>Item</u>	<u>Invoice</u>	<u>Cost</u>
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(If none, the word “**None**” must be inserted in order for this Certificate to be considered complete.)

We understand that all goods and services disclosed in paragraph 5 above must be satisfactory to Ex-Im Bank.

6.Suspension and Debarment, etc. We certify that either:

☐ a) neither we nor our Principals (as defined below) are at present:

(i) debarred, suspended, proposed for debarment with a final determination still pending, declared ineligible for voluntarily excluded (as such terms are defined in any of the Debarment Regulations referred to below) from participating in procurement or nonprocurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations (as defined below) or

(ii) indicted, convicted or had a civil judgement rendered against us or any of our Principals for any of the offences listed in any of the Debarment Regulations; or

☐ b) if we are unable to make the certification set forth in clause a) of this Section 6, we have attached a detailed explanation of the grounds for this failure (including the dates, identification of any debarring official or suspending official (as such terms are defined in any of the Debarment Regulations) and his or her agency, and details of any proposed or actual debarment, suspension, declaration of ineligibility, voluntary exclusion, indictment, conviction or civil judgement).

We understand that any detailed explanation provided pursuant to subparagraph 6. b) above must be satisfactory to Ex-Im Bank.

We certify that, unless authorized by Ex-Im Bank, we will not knowingly enter into any transactions in connection with the Local Cost Items with any local supplier or its principals **who is** debarred, suspended, declared ineligible or voluntarily excluded from participation in procurement or non-procurement transactions with any United States federal government department or agency pursuant to any of the Debarment Regulations.

We agree that we will provide immediate written **notice to Ex-Im Bank if** at any time we learn that the certifications set forth in this Section 6, if made, was erroneous when made or has become erroneous by reason of changed circumstances. For the purposes hereof, (i) “Principals” shall mean any officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or any other person (whether or not an employee) who has critical influence on or substantive control over the transaction insured by Ex-Im Bank which is referred to above and (ii) the “Debarment Regulations” shall mean the Government wide Debarment and Suspension (Non-procurement) regulations (Common Rule), 53 Fed. Reg. 19204 (May 26, 1988), Subpart 9.4 (Debarment, Suspension, and Ineligibility) of the Federal Acquisition Regulations, 48 CFR. 9.400 - 9.409 and the revised Government wide Debarment and Suspension (Non-procurement) regulations (Common Rule), 60 Fed. Reg. 33037 (June 26, 1995).

7.Original Certificate. This U.S. Supplier’s Local Cost Certificate is the **only** U.S. Supplier’s Local Cost Certificate that we have issued with respect to the Invoices.

8. Acknowledgment of Ex-Im Bank Reliance. We acknowledge that the certifications set forth in this U.S. Supplier's Local Cost Certificate are material representations of fact upon which reliance will be placed by Ex-Im Bank in connection with the issuance of an insurance policy and that, if it is later determined that we knowingly entered into an erroneous certification, Ex-Im Bank may pursue any available remedies, which may include remedies available to the United States government such as suspension or debarment pursuant to the Debarment Regulations. We will provide additional information with regard to any of the matters discussed in this U.S. Supplier's Local Cost Certificate upon Ex-Im Bank's request. With knowledge that Ex-Im Bank will rely on the certifications and representations made in this certificate, we agree to be liable for any damages (including, without limitation, **reimbursement to Ex-Im Bank** of any claim payment under the export credit insurance policy) suffered by Ex-Im Bank's reliance on such certifications and representations. We further understand that this certification is subject to the penalties for fraud provided in Article 18 U.S.C., Section 1001.

By: \_\_\_\_\_ Print Name: \_\_\_\_\_  
*[Authorized Representative of the (US) Supplier\*]*

Title: \_\_\_\_\_ Date: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known, who first being duly sworn by me, did depose and say that he/she is

the \_\_\_\_\_ of \_\_\_\_\_ described herein and  
*Title (US) Supplier*

and who executed the foregoing instrument; and that he/she has full authority to complete and execute the said instrument in the name of, and on behalf of, the said (US) Supplier.

\_\_\_\_\_  
Notary Public

\*The (US) Supplier agrees that, upon request, it will provide Ex-Im Bank with evidence of authority with respect to the person(s) signing this certificate.